contract. Is the judge to say what is and what is not a compliance with the contract? Without local knowledge no judge could construe it. Is the jury to be asked its meaning? The construction of a written contract is not for a jury. The evidence tendered to explain the contract was the evidence of persons conversant with the trade, and in my opinion they are the proper parties to say what is the meaning of the contract. There is nothing in the evidence that contradicts or controls the contract, but it was tendered to explain what was left ambiguous in it. This case falls within the principle laid down in *Brown* vs. *Byrne*, 3 El. & Bl. 703; 18 Jur. 700; and acting on the principle as expounded in that case, I am of opinion that the evidence admitted by the learned judge at the trial was not inconsistent with the contract, and is therefore admissible.

HILL, J.—I am of the same opinion. The parties contracting are silent as to the proportion of oil which is to be considered inferior, wet, and dirty; but there is an established usage of dealing in the trade at the place where the contract was made regulating the proportion of good and bad oil. I think evidence of such usage to explain the contract is admissible.—*Rule discharged.*

In Vice Chancellor Wood's Court.

RE POWELL'S TRUST.

1. A testatrix being possessed of cash in the house, a balance at a savings bank, for the taking out of which she had given notice, and money secured on two promissory notes payable on demand, by her will bequeathed "all her ready money:" Held, that the terms "ready money" included the cash in the house and the balance at the savings bank, but not the promissory notes.

The question in this case arose upon the construction of the will of Mary Powell.

The testatrix by her will, dated the 23d October, 1856, after directing her funeral and testamentary expenses to be paid, made

the following bequest:—"I leave and bequeath unto David, William and Sarah Nutting, and unto Eliza Arthur, all my ready money, to be parted equally between them, share and share alike." The testratrix at the time of her death was possessed of two notes of hand payable on demand, one securing payment of 100*l.* and the other 500*l.*, and a sum of money in the savings bank, notice requiring payment of which had been given by the testatrix shortly before she died, so that the money might have been received upon demand before she died. She had also a small sum of cash in the house. A petition was presented by the legatees to ascertain what they were entitled to under the legacy of ready money.

Charles Hall, appeared for the petitioners;
Wickens, for the Crown; and
Roche, for the executors.

The following cases were cited:—*Manning* vs. *Purcell*, 7 De G. M. & G. 55; *Gosden* vs. *Dotterill*, 1 Myl. & K. 56, *Langdale* vs. *Whitfeld*, 4 K. & J. 426; *Parker* vs. *Marchant*, 1 Y. & Coll. N. S. 290; S. C. on appeal, 1 Phil. 356.

The VICE-CHANCELLOR said the question was, whether the money secured on promissory notes and the money in the savings bank passed under the bequest of ready money. It had been contended by Mr. Hall, that the direction to pay money after payment of debts had been held in many cases to pass the whole residuary estate, as that was the fund out of which the debts would be payable; that, however, could not extend to a bequest of ready money. In *Parker* vs. *Marchant*, it was held that ready money included all moneys actually in the house, and also any balance at the bankers, as, according to the usages of society, at the present time the term ready money applied more to the balance at the banker's than to the money in the house. Following that case, therefore, he had no hesitation in deciding that the sum at the savings bank, as to which notice requiring payment had been given by the testatrix, passed together with the 19*l.* 13*l.*, the amount actually in the house. As to the promissory note the same authority had decided that no money secured on a promissory note could be considered as ready

money. The petitioners would therefore be declared to be entitled to the balance at the savings bank and the cash which was actually in the house, but not to the amount payable on the two promissory notes.

LEGAL MISCELLANY.

THE LAW AND THE LAWYERS.

A criminal was hiding from the pursuit of justice. He sent for a clergyman for spiritual consolation. The clergyman went to him, performed the duties of his holy office, and gave the man a promise not to reveal the place of his concealment. For this the clergyman, who was chaplain to St. Pancras workhouse, was dismissed from his office and deprived of his daily bread.

We have purposely stated the main facts of the case, without dates or lesser details, that its character may be clearly seen apart from any prejudice. It has been made the subject of discussion in the newspapers, some approving the conduct of the clergyman, others that of the vestry. It raises an important question in the administration of justice, and therefore we bring it under the notice of the lawyers.

The law is rightly jealous of privileged communications; but it recognizes some cases in which confidence is essential to justice itself, as in communications between client and attorney, or to society itself, as in communications between husband and wife. With a strange perversity, however, it does not recognize the interest of *religion* as of equal importance, and a confidential communication to a clergyman is not privileged, although the courts will not resort to the last remedy to enforce obedience or punish a refusal to betray.

It is much to be lamented that the courts will not frankly and fully recognize as privileged, all communications made to ministers of religion in the course of the exercise of their office. It would not impede justice, because the effect of the existing rules is simply to prevent sinners from making that confession of sin which God